

NATIONAL WESTMINSTER BANK USA  
TRADE SERVICES DEPARTMENT  
80 PINE STREET - 11TH FLOOR  
NEW YORK, NEW YORK 10005-1702  
TEL. (212) 602-1240

DATE: JANUARY 08, 1993

AMENDMENT NO. 003  
TO OUR STANDBY L/C NO.  
BENEFICIARY:

UTAH DIVISION OF OIL, GAS AND MINING  
3 TRIAD CENTER, SUITE 350  
SALT LAKE CITY, UTAH 84180-1203  
ZIEGLER CHEMICAL & MINERAL COR  
100 JERICHO QUADRANGLE  
JERICHO, NY 11753

FOR ACCOUNT OF:

OUR SUBJECT LETTER OF CREDIT IS AMENDED AS FOLLOWS:

1) THE LAST SENTENCE IN ITEM 7 NOW READS:

"IN THE EVENT OF A CONFLICT BETWEEN UTAH LAW AND THE UCP,  
UTAH LAW SHALL GOVERN."

2) AMENDMENT NO. 002 DATED DECEMBER 29, 1992, IS CORRECTED  
AS FOLLOWS:

THE AMOUNT IN PARAGRAPH NO. 1 SHOWING AS USD69,100.00 NOW  
READS USD89,500.00.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*[Signature]*  
AUTHORIZED SIGNATURE  
K-195

RECEIVED  
JAN 15 1993  
DIVISION OF  
OIL GAS & MINING

W/047/013



M/047/013

RECEIVED

DEC 30 1992

NATIONAL WESTMINSTER BANK USA  
TRADE SERVICES DEPARTMENT  
80 PINE STREET - 11TH FLOOR  
NEW YORK, NEW YORK 10005-1702  
TEL. (212) 602-1240

DIVISION OF  
OIL GAS & MINING

DATE: DECEMBER 29, 1992

AMENDMENT NO. 002  
TO OUR STANDBY L/C NO. [REDACTED]

BENEFICIARY:

STATE OF UTAH, DEPARTMENT OF  
NATURAL RESOURCES, DIVISION OF  
OIL, GAS AND MINING  
355 WEST NORTH TEMPLE  
3 TRIAD CENTER, SUITE 350  
SALT LAKE CITY, UTAH 84180-1203

FOR ACCOUNT OF:

ZIEGLER CHEMICAL & MINERAL CORP.  
100 JERICO QUADRANGLE  
JERICO, NY 11753

OUR SUBJECT LETTER OF CREDIT IS AMENDED TO READ AS FOLLOWS:

QUOTE

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [REDACTED]

BENEFICIARY:

UTAH DIVISION OF OIL, GAS AND  
MINING  
3 TRIAD CENTER, SUITE 350  
SALT LAKE CITY, UTAH 84180-1203

APPLICANT:

ZIEGLER CHEMICAL & MINERAL CORP.  
100 JERICO QUADRANGLE  
JERICO, NY 11753

AMOUNT: USD 89,500.00  
EXPIRY DATE : JANUARY 01, 1994  
EXPIRY PLACE: OUR COUNTERS

GENTLEMEN:

1. NATIONAL WESTMINSTER BANK USA, 80 PINE STREET, 11TH FLOOR,  
NEW YORK, NY 10005, ATTN: STANDBY LETTER OF CREDIT UNIT,  
("BANK") HEREBY ESTABLISHES THIS IRREVOCABLE LETTER OF CREDIT  
(THE "LETTER OF CREDIT") IN FAVOR OF UTAH DIVISION OF OIL, GAS  
AND MINING ("DIVISION") FOR AN AGGREGATE AMOUNT NOT TO EXCEED  
USD 69,100.00 (U.S. DOLLARS SIXTY NINE THOUSAND ONE HUNDRED AND  
00/100 ), ("FACE AMOUNT") EFFECTIVE IMMEDIATELY.

2. THIS LETTER OF CREDIT WILL EXPIRE UPON THE FIRST EVENT SET  
FORTH AS FOLLOWS:

- A) 5:00 O'CLOCK P.M. NEW YORK TIME ON JANUARY 01, 1994 OR
- B) THE DATE UPON WHICH SUFFICIENT DOUCMENTS ARE EXECUTED BY THE  
DIVISION TO RELEASE ZIEGLER CHEMICAL & MINERAL CORP.  
("OPERATOR") FROM FURTHER LIABILITY FOR RECLAMATION OF THE  
GILSONITE MINES M/047/013 WITH NOTICE TO THE BANK BY THE

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DIVISION ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT WITH DIRECTIONS FOR CANCELLATION.

3. THIS LETTER OF CREDIT WILL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF ONE YEAR FROM THE CURRENT OR ANY FUTURE EXPIRATION DATE UNLESS THE BANK GIVES NOTICE TO THE DIVISION NINETY DAYS PRIOR TO THE EXPIRATION DATE THAT BANK ELECTS NOT TO RENEW THE LETTER OF CREDIT.

4. FUNDS UNDER THE LETTER OF CREDIT ARE AVAILABLE AGAINST THE DIVISION'S SIGHT DRAFT, IN THE FORM OF EXHIBIT A, SPECIFYING LETTER OF CREDIT NO. S091527 DELIVERED TO THE OFFICE OF THE BANK, 80 PINE STREET, 11TH FLOOR, NEW YORK, NY 10005, ATTN: STANDBY LETTER OF CREDIT UNIT. AT THE DIVISION'S SOLE ELECTION, THE DIVISION MAY PRESENT SIGHT DRAFTS FOR LESS THAN THE FACE AMOUNT SO LONG AS THE AGGREGATE AMOUNT OF ALL SIGHT DRAFTS DOES NOT EXCEED THE FACE AMOUNT. EACH DRAFT MUST BE ACCOMPANIED BY A CERTIFICATE IN THE FORM OF EXHIBIT B, SIGNED BY A PURPORTED DULY AUTHORIZED REPRESENTATIVE OF THE DIVISION.

5. IF THE BANK RECEIVES THE DIVISION'S SIGHT DRAFT(S) AND CERTIFICATE(S) AS PROVIDED IN PARAGRAPH NO. 4 ABOVE ON OR BEFORE THE EXPIRATION OR TERMINATION OF THIS LETTER OF CREDIT, THE BANK WILL MAKE SUCH AMOUNT AS THE DIVISION MAY SPECIFY, WITHIN THE LIMITS OF THE SECOND SENTENCE OF PARAGRAPH NO. 4 OF THIS LETTER OF CREDIT, AVAILABLE TO THE DIVISION NO LATER THAN THE CLOSE OF BUSINESS, NEW YORK CITY TIME, ON THE SECOND BUSINESS DAY FOLLOWING THE BANK'S RECEIPT OF THE SIGHT DRAFT AND CERTIFICATE AND IN SUCH A MANNER AS THE DIVISION MAY SPECIFY.

6. THE BANK WILL GIVE PROMPT NOTICE TO THE OPERATOR AND TO THE DIVISION DIRECTOR OF ANY NOTICE RECEIVED OR ACTION FILED ALLEGING THE INSOLVENCY OR BANKRUPTCY OF THE BANK, OR ALLEGING ANY VIOLATIONS OF REGULATORY REQUIREMENTS WHICH COULD RESULT IN SUSPENSION OR REVOCATION OF THE BANK'S CHARTER OR LICENSE TO DO BUSINESS.

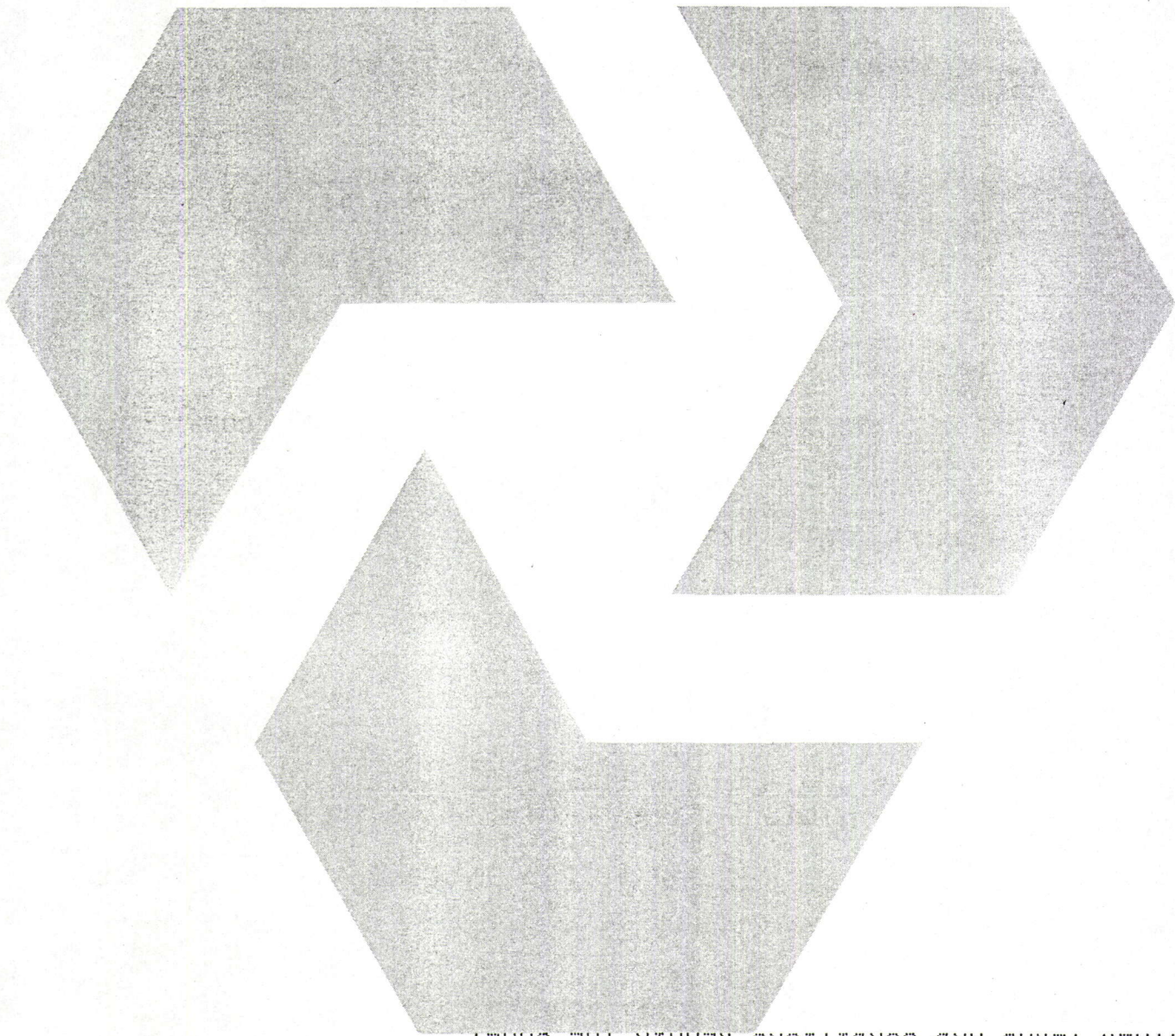
7. THE LETTER OF CREDIT WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND SHALL BE SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1983 REVISION), THE INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 400, AS THE SAME MAY BE AMENDED AND IN EFFECT FROM TIME TO TIME ("UCP"). IN THE EVENT OF A CONFLICT BETWEEN NEW YORK LAW AND THE UCP, NEW YORK LAW SHALL GOVERN.

8. ALL COMMUNICATIONS REGARDING THIS LETTER OF CREDIT WILL BE ADDRESSED TO THE BANK, AT 80 PINE STREET, 11TH FLOOR, NEW YORK, NY 10005, ATTN: STANDBY LETTER OF CREDIT UNIT, REFERENCING LETTER OF CREDIT NO. DATED JUNE 24, 1992.

VERY TRULY YOURS,

NATIONAL WESTMINSTER BANK USA





ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

UNQUOTE

OPERATIONS OFFICER

BY:

*[Handwritten signature]*



THIS EXHIBIT FORMS AN INTERGRAL PART OF LETTER OF CREDIT

EXHIBIT A

DATE

CITY, COUNTY

LETTER OF CREDIT NO.

PAY TO OURSELVES \* \_\_\_\_\_ DOLLARS

TO: UTAH DIVISION OF OIL, GAS AND  
MINING  
3 TRIAD CENTER, SUITE 350  
SALT LAKE CITY, UTAH 84180-1203

UTAH DIVISION OF OIL, GAS AND MINING

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\*BY WIRE TRANSFER IN UNITED STATES DOLLARS TO:  
UTAH DIVISION OF OIL, GAS AND MINING



THIS EXHIBIT FORMS AN INTERGRAL PART OF LETTER OF CREDIT

EXHIBIT B

I, \_\_\_\_\_ A DULY AUTHORIZED REPRESENTATIVE OF THE  
UTAH DIVISION OF OIL, GAS AND MINING, HEREBY CERTIFY THAT  
(1) THE DRAWING IN THE AMOUNT OF \$\_\_\_\_\_, BY SIGHT DRAFT  
ACCOMPANYING THIS CERTIFICATE, UNDER LETTER OF CREDIT NO.  
S091527 DATED JUNE 24, 1992 ISSUED BY YOU IS PERMITTED  
UNDER THE PROVISION OF THE LETTER OF CREDIT, (2) THE LETTER  
OF CREDIT HAS NEITHER EXPIRED NOR TERMINATED PURSUANT TO  
ITS TERMS, AND (3) THE AMOUNT OF THE SIGHT DRAFT, TOGETHER  
WITH ANY AMOUNTS PREVIOUSLY DRAWN UNDER THE LETTER OF CREDIT  
DOES NOT EXCEED THE FACE AMOUNT. PROCEEDS OF THIS DRAWING  
WILL BE UTILIZED IN FULL TO PAY THE EXPENSE RELATING TO THE  
RECLAMATION LIABILITY FOR THE GILSONITE MINES M/047/013.

THE UTAH DIVISION OF OIL, GAS AND MINING

BY: \_\_\_\_\_

AUTHORIZED SIGNATURE

DATE \_\_\_\_\_